

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 05-235**

The City of Lincoln, Nebraska invites you to submit a sealed bid for:

**Supply and Install Chainlink Fencing at the Highlands Golf Course**

**MEETING OR EXCEEDING THE CITY OF LINCOLN  
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **September 14, 2005** in the office of the Purchasing Agent, 440 S. 8<sup>th</sup> Street, Suite 200, K Street Complex, South West Wing Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Conference Room located on the First Floor.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**PROPOSAL  
SPECIFICATION NO. 05-235**

**BID OPENING TIME: 12:00 NOON**

**DATE: September 14, 2005**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE SUPPLY & INSTALL OF CHAINLINK FENCE AT HIGHLANDS GOLF Course**

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**BIDDING SCHEDULE**

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<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>Unit Price</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Supply and install approximately 2,180 feet of zinc coated six (6) foot high 7 gauge chainlink fence at Highlands Golf Course as per drawing.	LUMP SUM		\$_____
2.	Option: Supply and install approximately 2,180 feet of Black vinyl clad six (6) foot high 7 gauge chainlink fence at Highlands Golf Course as per drawing.	LUMP SUM	\$_____	

**FIVE PERCENT (5%) BID SECURITY REQUIRED**

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:  
RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
SEALED BID FOR SPEC. 05-235**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE      ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

\_\_\_\_\_  
ESTIMATED DELIVERY DAYS (After  
receipt of individual orders)

\_\_\_\_\_  
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: Bid

**SPECIFICATION NO. 05-235**  
**FOR**  
**Supply and Install Chainlink Fencing At the Highlands Golf Course**

**1. SCOPE**

- 1.1 Supply and install approximately 2,180 feet of zinc coated six (6) foot high chainlink fence at the Highlands Golf Course.
- 1.2 An option to Supply and install approximately 2,180 feet of black vinyl clad six (6) foot high seven (7) gauge chainlink fence at Highlands Golf Course as per drawing will also be taken.
- 1.3 Reference Stakes will be set by the City
  - 1.3.1 A drawing and satellite photo of the area are available on-line.
  - 1.3.2 Contact Purchasing at 402-441-7416 if original copies are needed.
  - 1.3.3 Work shall start within ten (10) working days after notification is given to proceed and shall be completed in a timely manner.
  - 1.3.4 A copy of Chapter 9 of the City of Lincoln Standard Specifications is included.
  - 1.3.5 This Project will be awarded as a LUMP SUM project.

**2. CONTRACT AND INSURANCE**

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Contract between the Contractor and the City.
- 2.2 Also, within such time period the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for All Unit Price Construction Contracts", naming the City of Lincoln as additional insured.

**3. BIDDING PROCEDURE AND AWARD OF CONTRACTS**

- 3.1 Bidding Procedure
  - 3.1.1 Read attached Instructions to Bidders prior to submitting your Proposal.
  - 3.1.2 The following documents must be submitted as your bid:
    - 3.1.2.1 List of references.
- 3.2 Award of Contract
  - 3.2.1 In determining the low responsible bids, consideration may be given to the following factors:
    - 3.2.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
    - 3.2.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
    - 3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.
    - 3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
    - 3.2.1.5 Quality of the bidder's performance of previous work.
    - 3.2.1.6 Cost of the Lump Sum Proposal.
    - 3.2.1.7 Any other information deemed relevant to the contract by the City.
    - 3.2.1.8 A Performance Bond in the amount of the contract will be required before a contract is executed.
  - 3.2.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
  - 3.2.3 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in its best interests.
  - 3.2.4 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
  - 3.2.5 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

**4. BIDDER QUALIFICATIONS**

- 4.1 Bidders shall submit a qualifications statement and a list of references for similar projects with their bidding documents.
  - 4.1.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar projects completed in the last five (5) years are required to be submitted with your proposal form.
  - 4.1.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the City.

## CHAPTER 9.00

### CHAIN LINK FENCING AND PIPE RAIL FENCING

#### 9.00 GENERAL

The work covered in this Chapter shall include the installation of chain link fencing and pipe rail fencing.

#### 9.01 RELATED ITEMS SPECIFIED ELSEWHERE

Chapter 8 Retaining Wall and Steps  
Chapter 21 Storm Sewers

#### 9.02 MATERIALS

##### A. CHAIN LINK FENCE

Materials for chain link fencing shall be standard commercial products which meet the general requirements of these Specifications and vary only in nonessentials details.

Chain link fence fabric shall be No. 9 gauge wire woven in a 2 inch (50 mm) mesh. Fabric shall be the height indicated on the plans with both edges selvaged, twisted and barbed and shall be zinc-coated by the hot-dip process after fabrication.

End, corner, pull posts and intermediate posts shall be round tubular steel having a nominal outside diameter of 2 3/8" inches (60 mm) and weight of 3.52 pounds per foot (5 kg / m).

Top rail shall be round, having a nominal outside diameter of 1 1/2 inches (40 mm) and weight of 1.77 pounds per foot .

Post braces shall be round tubular steel having a nominal outside diameter of one and one-half inches (1 1/2") and weight of 1.77 pounds per foot (2.5 kg / m).

Reinforcing wire shall be No. 7 gauge coiled spring wire.

Stretcher bars shall not be less than 3/16 inch x 3/4 inch (5 x 20 mm) x the length required for the height of the fabric supplied, but in no case less than 6 inches (150 mm) shorter than the height of the specified fabric.

Post tops shall be ornamental.

Zinc coating shall be applied to all steel and iron parts after fabrication.

Pipe sleeves shall be round, galvanized steel, have a nominal inside diameter of 2 1/2 inches (75 mm) and a minimum length of 12 inches (300 mm).

## **9.02 MATERIALS (Continued)**

### **B. PIPE RAIL FENCE**

Materials for pipe railing fencing shall be standard commercial products which meet the general requirements of the specifications and vary only in non-essential details.

All pipe used for railing shall be round tubular steel (Schedule 40) galvanized pipe having a nominal outside diameter of one and 1 3/8 inches (35 mm).

All end, corner and intermediate posts shall be round tubular steel (Schedule 40) galvanized pipe having a nominal outside diameter of 1 3/8 inches (35 mm).

The tee, cross elbow and flange connectors shall be "Keeklamp" malleable iron connectors, or equivalent, as approved by the Engineer. The connectors are not to be welded or threaded type, but shall be of the reusable type having case hardened set screws to provide connection.

Pipe sleeves shall be round, galvanized steel, have a nominal inside diameter of 1 1/2 inches (40 mm) and a minimum length of 12 inches (300 mm).

Zinc coating shall be applied to all steel and iron parts after fabrication.

### **C. RIGID CELLULAR PLASTIC BACKFILL**

Rigid cellular plastic backfill shall be "Semco" or Forward Industries "Polyset" or approved equal. Materials shall be generally manufactured for the intended purpose and conform to the test requirements of ASTM Designations C 273, D 1621, and D 1623.

### **D. POLYURETHANE SEALANT**

Polyurethane sealant shall be one-part, self-leveling, conforming to the requirements of ASTM Designation C 920, Type S, Grade P, Class 25

## **9.03 FENCE INSTALLATION**

### **A. CHAIN LINK FENCE**

New chain link fencing shall be installed at the locations shown and as dimensioned and detailed on the plans. All work shall be preformed by competent and experienced fence erector workers, whose experience record is satisfactory to the Engineer.

Post spacing for posts not to be on concrete walls shall not exceed 10 feet (3 m) and shall be set in 3 feet (1 m) of concrete base 12 inches (300 mm) in diameter. Exposed surface of concrete shall be crowned to shed water.

Post spacing for posts to be set on concrete wall shall not exceed 10 feet (3 m) or shall be at intervals shown on the plans. Posts shall be set into pipe sleeves cast into the wall and shall extend a minimum of 12 inches (300 mm) into the sleeve.

## **9.03 FENCE INSTALLATION (Continued)**

### **A. CHAIN LINK FENCE (Continued)**

Posts in walls shall be set using rigid cellular plastic foam backfill. Sufficient material shall be placed in the pipe sleeve to completely fill the annular space to within 3/16 inch (5 mm) below the top of the sleeve. Care shall be taken to insure that the annular space is filled in such a manner as to prevent voids in the plastic foam. Excess material shall be cut off and removed so as to leave a 3/16 inch (5 mm) reservoir. The resulting reservoir shall be filled with one-part, self-leveling polyurethane sealant installed in accordance with the manufacturer's recommendations.

End, corner, and pull posts shall be braced to nearest point with tubular steel post brace with a 3/8 inch (10 mm) galvanized steel truss rod with a turnbuckle for adjustment.

Fastening to all terminal posts shall be with stretcher bars and fabric bands at 16 inch (400 mm) intervals. Fastening to line posts shall be with tie wire or other approved method at 16 inch (400 mm) intervals.

Fastening to top rail shall be with wire ties at intervals not exceeding 20 inches (500 mm). Fastening to bottom tension wire shall be with wire ties at intervals not exceeding 2 feet (600 mm).

#### **BASIS OF PAYMENT No Lump Sum**

Chain link fences installed in accordance with the plans and these Specifications and accepted by the Engineer shall be measured and paid for at the contract unit price bid per foot (m) for \_\_\_\_\_ " (mm) CHAIN LINK FENCE, IN PLACE, for the various sizes called for in the proposal.

### **B. PIPE RAILING FENCE**

New pipe rail fencing shall be installed at the locations shown and as dimensioned and detailed on the plans. All work shall be performed by competent and experienced fence erection workers, whose experience record is satisfactory to the Engineer.

Post spacing shall not exceed 10 feet (3 m) or shall be at intervals shown on the plans. Posts installed in concrete walls shall be set into pipe sleeves cast into the wall and shall extend a minimum of 12 inches (300 mm) into the sleeve.

Posts in walls shall be set using rigid cellular plastic foam backfill. Sufficient material shall be placed in the pipe sleeve to completely fill the annular space to within 3/16 inch (5 mm) below the top of the sleeve. Care shall be taken to insure that the annular space is filled in such a manner as to prevent voids in the plastic foam. Excess material shall be cut off and removed so as to leave a 3/16 inch (5 mm) reservoir. The resulting reservoir shall be filled with one-part, self-leveling polyurethane sealant installed in accordance with the manufacturer's recommendations.

The tee, cross, elbow and flange connectors shall be set such that the set screw side of the connectors shall be installed on the side opposite the pedestrian traffic.

## **9.03 FENCE INSTALLATION (Continued)**

### **BASIS OF PAYMENT No Lump Sum**

Pipe rail fence, installed in accordance with the plans and these specifications and accepted by the Engineer, shall be measured and paid for at the contract unit price bid per linear foot (m) for \_\_\_\_\_" (mm) PIPE RAILING FENCE, IN PLACE. Such payment shall be full compensation for all castings, pipe, sleeves, plastic backfill, caulking, posts, rails, and connectors, materials, equipment, tools, labor and incidentals necessary to complete the work as indicated on the plans.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications, i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.



#### **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

#### **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

#### **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

#### **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

#### **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.





WEST FLETCHER AVE.

HIGHLANDS

IRON PIPE

BULLOCK

W. WEBSTER RD.

TOWNHOMES

NORTH

HIGHLANDS GOLF FENCING LOCATION MAP  
NOT TO SCALE

SHEET 1 OF 2



# N1/2SEC.04-T10N-R06E

WEST FLETCHER AVE.

SUPPLY AND INSTALL 535 LINEAR FEET OF CHAIN 6-FT HIGH CHAIN LINK FENCE AS PER REFERENCE STAKES SET BY OWNER REPRESENTATIVE

SUPPLY AND INSTALL 740 LINEAR FEET OF CHAIN 6-FT HIGH CHAIN LINK FENCE AS PER REFERENCE STAKES SET BY OWNER REPRESENTATIVE

NOTES:

- 1. CHAIN LINK FENCE SHALL BE INSTALLED AT THE LOCATIONS SHOWN AND AS DIMENSIONED ON THIS PLAN (NO GATES ARE REQUIRED).
- 2. CHAIN LINK FENCE SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND ACCEPTED BY THE LINCOLN PARKS & RECREATION REPRESENTATIVE. FENCING (IN PLACE) SHALL BE MEASURED AND PAID FOR AT THE CONTRACT LUMP SUM
- 3. CONTRACTOR RESPONSIBLE FOR ALL PERMITS REQUIRED FOR FENCING WITHIN THE LINCOLN CITY LIMITS.

SUPPLY AND INSTALL 905 LINEAR FEET OF CHAIN 6-FT HIGH CHAIN LINK FENCE AS PER REFERENCE STAKES SET BY OWNER REPRESENTATIVE

BASE BID 1A:

SUPPLY AND INSTALL 2180 LINEAR FEET OF 6-FT HIGH ZINC COATED CHAIN LINK FENCE IN ACCORDANCE WITH THE CITY OF LINCOLN STANDARD SPECIFICATIONS FOR MUNICIPAL CONSTRUCTION (CHAPTER 9.00).

ALTERNATE BID 1B:

SUPPLY AND INSTALL 2180 LINEAR FEET OF 6-FT HIGH BLACK VINYL CLAD CHAIN LINK FENCE IN ACCORDANCE WITH THE CITY OF LINCOLN STANDARD SPECIFICATIONS FOR MUNICIPAL CONSTRUCTION (CHAPTER 9.00).

## HIGHLANDS GOLF FENCING SITE PLAN

NOT TO SCALE

